



# STATE OF COLORADO CONTRACT MODIFICATION

## CONTRACT AMENDMENT #2

**State Agency**  
Colorado Department of Early Childhood  
710 South Ash Street, Building C  
Glendale, CO 80246

**Current Contract Maximum Amount**  
Initial Term  
State Fiscal Year 2025                      \$1,242,335  
CT QAAA 2025-945  
GAE QAAA 2025-183

**Contractor**  
Foothills Gateway, Inc.  
301 West Skyway Drive  
Fort Collins, CO 80525

\*And \$29,741,384 pooled General Accounting Encumbrance (GAE) shared amongst various contractors as described in Contract, see Exhibit C Section 11.

**Original Contract Number**  
CT QAAA 2025-945  
25 QAAA 191898

Extension Terms  
State Fiscal Year 2026                      \$3,722,358  
CT QAAA 2026-1042  
GAE QAAA 2026-249

**Amendment Contract Number**  
CT QAAA 2026-1042 A2

\*And \$4,000,000 pooled General Accounting Encumbrance (GAE) shared amongst various contractors as described in Contract, see Exhibit C Section 11.

**Contract Performance Beginning Date**  
July 1, 2024

**Current Contract Expiration Date**  
June 30, 2026

**Total for All State Fiscal Years              \$4,964,693**

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**COLORADO**  
Department of Early Childhood

### SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

**CONTRACTOR**  
Foothills Gateway, Inc.

**STATE OF COLORADO**  
Jared S. Polis, Governor  
Lisa Roy, Ed.D., Executive Director  
Colorado Department of Early Childhood

DocuSigned by:  
*Erin Eulenfeld*  
D532427C8DA44F2...  
By: Erin Eulenfeld, Chief Executive Officer

DocuSigned by:  
*Jeanni Stefanik*  
DB0353F9B302434...  
By: Jeanni Stefanik, CFO

Date: 8/27/2025

Date: 9/22/2025

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

Signed by:  
*Cameron Burke*  
59FD53A9DBF34DD...  
By: Cameron Burke Acting Controller

Amendment Effective Date: 9/25/2025

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

ErinE--  
"Otherwise agreed" - Foothills Gateway, Inc. (FGI) is requesting an extension to the requirement of having an insurance denial for services for those families that allow insurance to be billed. While FGI requires this for individuals enrolled in Medicaid for OT, PT, and SLP, FGI will work towards a plan when families allow for insurance billing to make sure providers bill insurance first unless the family's insurance is on the State's listing of insurance companies that aren't credentialing new providers; or per other insurance guidance CDEC is providing in October 2025. We will work toward this during this FY. Submitted to CDEC on 9/12/25 and approved by CDEC.



**1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

**4. PURPOSE**

The Contractor shall administer and provide a program for children determined to be eligible for Early Intervention (EI) services, as defined in the state and federal statutes, regulations, and procedures. EI services shall be provided by the Contractor, as a designated Certified EI Service Broker, pursuant to the following statutes, regulations and procedures as they currently exist or may hereafter be promulgated or amended, which are, by this reference, incorporated and made a part of this contract. This amendment shall add funds to State Fiscal Year (SFY)26 and amends exhibits A, B, C, E, and adds G.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

**A. Increase the Contract Amount for SFY26 by \$2,480,023 from \$1,242,335 to \$3,722,358 and Increase the Maximum Amount for All State Fiscal Years from \$2,484,670 to \$4,964,693.**

The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

**B. Exhibit A – Statement of Work**

Exhibit A – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit A – of the Original Contract.



**C. Exhibit B – Budget**

Exhibit B – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit B – of the Original Contract.

**D. Exhibit C – Additional Provisions**

Exhibit C – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit C – Amendment #1 of the Original Contract.

**E. Exhibit E - PII Certification**

Exhibit E – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

**F. Exhibit G – Federal Provisions**

Exhibit G – Amendment #2, which is attached and incorporated by this Amendment, shall be added to the Original Contract.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



## Statement of Work Foothills Gateway, Inc. Early Intervention

### CDEC Program Contract Manager

- Christy Scott

### Abbreviations

- CCR - Colorado Code of Regulations
- CDEC - Colorado Department of Early Childhood
- C.F.R. - Code of Federal Regulations
- CFO - Chief Financial Officer
- C.R.S. - Colorado Revised Statutes
- EI - Early Intervention
- EIST - Early Intervention Services Trust
- HCPF - Colorado Department of Health Care Policy and Financing
- IDEA - Part C of the Individuals with Disabilities Education Act
- IFSP - Individualized Family Service Plan
- JBC - Joint Budget Committee
- RFI - Request for Information
- RSU - Referral Status Update
- SOW - Statement of Work
- TEAM - Transdisciplinary, Equitable, Accessible Model
- U.S.C. - United States Code

### Glossary

- Part B - Preschool Special Education Services



## Introduction/Background

The Colorado Department of Early Childhood (CDEC) is authorized, pursuant to 26.5-3-401 – 410 Colorado Revised Statutes (C.R.S.) (2022) to administer the statewide Early Intervention (EI) Program and is designated as the lead agency for Part C of the Individuals with Disabilities Education Act (IDEA).

Certified Early Intervention Service Brokers, or EI Brokers, have been designated by the CDEC to provide early intervention services to eligible children in the defined service area. The EI Program is administered by the CDEC through contracts with EI Brokers. EI Brokers (hereafter referred to as “Contractor”) are described under Section 26.5-3-408 (2022), C.R.S. Contractors are expected to deliver community-based EI services to infants and toddlers, birth through two (2) years of age (after age three for certain children who are eligible for the Extended Part C Option), who have been determined to have a developmental delay or disability, who have been diagnosed with a physical or mental condition that has a high probability of resulting in a significant delay in development (established condition), or who are living with a parent who has a developmental disability as determined by a Case Management Agency operating under the Department of Health Care Policy and Financing (HCPF). The Contractor shall be responsible for the provision of service coordination, the development and implementation of the Individualized Family Service Plan (IFSP), monitoring the delivery of services documented on the IFSP, and other functions as described in this Scope of Work (SOW).

The EI Program provides eligible infants and toddlers, and their families, with services and supports to enhance child development in the areas of adaptive, communication, cognition, physical development, including hearing and vision, and social and emotional development. EI services are funded through state funds, public and private insurance dollars, federal Part C funds, and other funds.

The Contractor shall have documented policies and procedures to implement the requirements of this Statement of Work.

## Scope of Work

The Contractor shall administer and provide a program for children determined to be eligible for EI services, as defined in the state and federal statutes, regulations, and procedures. EI services shall be provided pursuant to the following statutes, regulations, and procedures as they currently exist or may hereafter be promulgated or amended, which are, by this reference, incorporated and made a part of this contract as set forth herein:



- A. Title 1, Part C of the IDEA of 2004, 20 United States Code (U.S.C.) 1431 through 1445
- B. Code of Federal Regulations (C.F.R.), Title 34, Volume 2, Part 303 Early Intervention Program for Infants and Toddlers with Disabilities
- C. Applicable Colorado Statute C.R.S. 26.5-3-401 - 410
- D. Early Intervention Rules and Regulations 8 CCR 1405-1

A Direct Services line will be added to the FY 2025-26 contract budget under the Contractor/Consultants section of the budget. This Direct Services line is to be used for payments for EI contracted direct services, and payment to subcontractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services, which include: Assistive Technology services; Audiology Services; Developmental Intervention Services; Health Services; Medical Services; Nursing Services; Nutrition Services; Occupational Therapy Services; Physical Therapy Services; Psychological Services; Sign Language and Cued Language Services; Social Emotional Services; Speech Language Pathology Services; Transportation Services; Vision Services; Co-pays; Interpreter Services; IFSP meetings; Teaming; Assessments; Telehealth. No-shows and Provider travel may only be allowable if specific authorization is provided.

These funds support early intervention services to eligible infants, toddlers, and their families, which are provided in accordance with Section 27-10.5-701, C.R.S.; federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities; and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994.

The Contractor shall ensure compliance with the funding hierarchy and invoice against the contract only after all other funding sources have been utilized. (i.e., EIST - for children who have private health insurance - and Medicaid, mill levy as applicable). Medicaid requires that if a child has both private health insurance and is enrolled in Medicaid, the private health insurance must be billed first. Medicaid eligible services may only be billed for children enrolled in Medicaid if evidence of a Medicaid denial exists. Offsets must be included on the monthly invoice. Contracted direct services will be entered into the EI Data System, and the Contractor will receive the monthly approved billing summary to be included in the invoice submission for the contract.

To reduce the time between providing direct services and billing in the EI Data System, the Contractor shall work with the EI Program staff to determine a timeline for transitioning the billing of direct services into the EI Data System from the EI Broker entering to subcontracted providers entering service data directly into the Provider Portal within 30 days of service or sooner.

Salary increases or increases to provider rates in FY 2025-26 are not allowed.



**Period of Performance**

July 1, 2025 - June 30, 2026

**Where Services Will Be Performed**

Colorado

Work Plan

Work Plan

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #1: The Early Intervention Program shall be implemented to ensure infants and toddlers with developmental delays and disabilities and their families are provided service coordination and direct service provision to ensure a child makes developmental progress. Catchment area: Larimer**

**Key Activity A1: Fiscal Management**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-1: Review annual budget with the CDEC EI program staff	July 1, 2025 - June 30, 2026	Attend meetings with EI program staff to review the budget submitted to the state and how to document expenditures in alignment with budget categories.	Invoices submitted for payment each month shall appropriately be tied back to budget lines.	CFO Executive Director EI Coordinator	Administration
A1-2: Review budget midyear with CDEC EI program staff	December, 2025 - June 30, 2026	Attend meetings with EI program staff to review the budget mid-year to determine whether the budget remains in alignment with caseload needs.	Invoices submitted for payment each month shall appropriately be tied back to budget lines.	CFO Executive Director EI Coordinator	Administration



**Exhibit A - Amendment #2**

<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Position(s) Responsible</b>	<b>Budget Category</b>
A1-3: Ensure timely submission of invoices.	July 1, 2025 - June 30, 2026	Invoices shall be submitted monthly with appropriate documentation, including timely reporting of offsets.	Invoice dates shall be within 30 days of the 1st of the following month and shall have appropriate documentation to ensure payment.	CFO Executive Director EI Coordinator	Administration
A1-4: Work with the CDEC to determine when subcontracted providers shall begin to submit billing through the EI Data System Provider Portal	July 1, 2025 - June 30, 2026	Billing for the provision of IFSP direct services shall be entered directly by providers.	All subcontracted provider services are entered through the EI Data System Provider Portal.	EI Coordinator	EI Coordinator
A1-5: Notify the CDEC EI Program staff of any anticipated changes to the non-personnel budget lines	July 1, 2025 - June 30, 2026	CDEC EI program staff shall be notified of all anticipated changes to the non-personnel budget lines prior to the invoice, which would reflect these changes.	Approval shall be documented for any change to non-personnel lines. A budget amendment must be in place for any justifiable changes that exceed the 15% threshold for line modifications.	CFO Executive Director EI Coordinator	Administration Service Coordination Direct Services



**Exhibit A - Amendment #2**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
<p>A1-6: Notify the CDEC EI Program staff of any anticipated changes to the budget for personnel</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>CDEC EI Program staff shall be notified of all anticipated changes to personnel budget lines, and an amendment must be developed for changes exceeding the threshold for written approval. Salary increases are not allowed.</p>	<p>Where appropriate, written approval shall be documented for personnel changes. Where required, a budget amendment must be implemented prior to invoicing for those changes.</p>	<p>CFO Executive Director EI Coordinator</p>	<p>Administration Personnel</p>
<p>A1-7: In order to assist CDEC in responding to required Joint Budget Committee Requests for Information, any ad-hoc requests for data and/or financial information must be provided within a timeline determined by EI Program staff as requested.</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Data requested by CDEC EI Program staff will be provided by the required timelines.</p>	<p>Statewide data will be available to respond to JBC RFI requirements</p>	<p>Executive Director EI Coordinator Other staff as required</p>	<p>Personnel</p>



<b>Key Activity B1:</b>	<b>Data Collection</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Ensure all required data is entered into the EI Data System within 15 days after the activity occurs.	July 1, 2025 - June 30, 2026	All required data shall be entered into the EI data System by 15 days after the activity occurs.	Reports generated through the EI Data System shall show data entered within 15 days of the activity occurring. Quarterly indicator reports shall not show missing data.	EI Coordinator Data Entry Personnel	Personnel
B1-2: Ensure that service coordinators' information is accurate and current in the EI Data System.	July 1, 2025 - June 30, 2026	The EI Data System shall be updated any time a service coordinator changes or a service coordinator is no longer working.	The EI Data System shall show an accurate and current number of active service coordinators.	EI Coordinator Service Coordinators Data Entry Personnel	Personnel
B1-3: Ensure that subcontracted and employed direct service provider information is accurate and current in the EI Data System Provider Portal.	July 1, 2025 - June 30, 2026	The EI Data System Provider Portal shall be updated any time subcontracted provider information changes or a provider ceases actively providing EI services.	The EI Data System shall show an accurate and current number of active providers.	EI Coordinator Subcontracted and employed providers. Data Entry Personnel	Personnel



<b>Key Activity C1:</b>	<b>Service Coordination</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-1: Ensure Procedural Safeguards	July 1, 2025 - June 30, 2026	Comply with 8 CCR 1405-1	On-site review or desk audit shall show compliance with rules.	El Coordinator Service Coordinator	Service Coordination
C1-2: Ensure Dispute Resolution	July 1, 2025 - June 30, 2026	Comply with 8 CCR 1405-1	On-site review or desk audit shall show compliance with rules.	El Coordinator Service Coordinator	Service Coordination
C1-3: Ensure that every eligible child has an IFSP developed within required timelines	July 1, 2025 - June 30, 2026	Children found eligible for the EI program shall have an initial IFSP developed within 45 days of referral	Indicator 7 Data reports generated from the EI Statewide Data System show IFSPs developed within 45 days of the referral date.	Service Coordinator El Coordinator	Service Coordination
C1-4: Ensure the IFSP is reviewed at least every 6 months	July 1, 2025 - June 30, 2026	Children who have had an IFSP for 6 months shall have a review	Data reports generated from the EI Statewide Data System show IFSP reviews took place at least 6 months from the date of the initial or annual IFSP.	Service Coordinator El Coordinator	Service Coordination



**Exhibit A - Amendment #2**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-5: Ensure the annual IFSP is conducted one year from the previous IFSP date	July 1, 2025 - June 30, 2026	Children who have had an IFSP for one year shall have an annual review	Data reports generated from the EI Statewide Data System show that annual IFSPs took place not more than 1 year from the previous annual IFSP date.	Service Coordinator EI Coordinator	Service Coordination
C1-6: Ensure that child outcomes measurements are conducted at entry and at exit	July 1, 2025 - June 30, 2026	Entry and exit ratings shall be conducted for each child who has been in the EI program for at least 6 months.	Indicator 3 Data reports generated from the EI Statewide Data system shall show entry, annual, and exit ratings within each initial, annual, and transition IFSP for a child who has been in services for at least 6 months.	Service Coordinator EI Service Provider EI Coordinator	Service Coordination Direct Services
C1-7: Ensure transition requirements are conducted within the required timelines for all children exiting the EI program	July 1, 2025 - June 30, 2026	Transition activities shall be conducted in accordance with 8 CCR 1405-1 and with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education.	Data reports generated from the EI data system shall show that timelines are being met for children transitioning out of Part C services.	Service Coordinator EI Coordinator	Service Coordination



**Exhibit A - Amendment #2**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-8: Ensure transition requirements are conducted within the required timelines for children potentially eligible for Part B.	July 1, 2025 - June 30, 2026	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education.	Data reports generated from the EI Statewide Data System shall show that timelines are being met for children transitioning out of Part C services.	Service Coordinator EI Coordinator	Service Coordination
C1-9: Ensure that the Extended Part C Option is made available to parents of children who meet the eligibility criteria.	July 1, 2025 - June 30, 2026	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education, including the Extended Part C Option.	Data reports generated from the EI data system shall show whether a parent whose child was eligible did or did not choose the Extended Part C Option.	Service Coordinator EI Coordinator	Service Coordination
C1-10: Ensure that the required contact information, including email address, is entered for each family enrolled in EI services.	July 1, 2025 - June 30, 2026	If available, each family with a child who exits the program shall receive a Family Outcomes Survey via email.	Indicator 4 - Data reports shall show email addresses for every family when available.	Service Coordinator EI Coordinator	Service Coordination



**Exhibit A - Amendment #2**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-11: Ensure families have access to the Family Outcomes Survey.	July 1, 2025 - June 30, 2026	Families shall receive a family outcomes Survey through other means when an email address is not available.	Indicator 4 - Survey responses shall increase.	Service Coordinator EI Coordinator	Service Coordination

<b>Key Activity D1:</b>	<b>Direct Services</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-1: Ensure that EI services begin 28 days from the date the parent consents to services on the IFSP.	July 1, 2025 - June 30, 2026	Families shall be given options for services to begin within 28 days of written parent consent, which may include telehealth.	Data reports generated from the EI Statewide Data System show services documented on the IFSP began within 28 days of parent consent, or, if not, a reason was documented.	Service Coordinator EI Coordinator Direct Service Provider	Direct Services
D1-2: Ensure that EI services are provided in the child and family's natural environment whenever possible, including the option for receiving services through telehealth.	July 1, 2025 - June 30, 2026	Children shall receive services in their natural environment within the context of their daily routines. Families of children eligible for the EI program shall be offered the option to receive services through telehealth.	Data reports generated from the EI Statewide Data System show services provided in the child's natural environment. IFSPs reviewed show that the child's services are conducted within the context of the family's routines.	Service Coordinator EI Coordinator Direct Service Provider	Service Coordination Direct Services



**Exhibit A - Amendment #2**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-3: Ensure participation of direct service providers, service coordinators, and other relevant staff in activities and training to explore the implementation of teaming and a primary provider service delivery approach.	July 1, 2025 - June 30, 2026	Follow guidance and utilize resources provided to implement TEAM EI Colorado	Data and monitoring will show adherence to the TEAM EI Colorado processes	Service Coordinator EI Coordinator Direct Service Provider	Service Coordination Direct Services

**Schedule/Milestones**

The EI Broker shall provide early intervention services to all eligible infants and toddlers referred between July 1, 2025 - June 30, 2026.

**Acceptance Criteria**

The acceptance of all deliverables shall reside with the CDEC, Early Intervention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval or reply to the vendor, in writing, advising what tasks must still be accomplished.

**Colorado Department of Early Childhood (CDEC)  
BUDGET WITH JUSTIFICATION FORM**



<b>Contractor Name</b>	Foothills Gateway, Inc.
<b>Budget Period</b>	July 1, 2025 - June 30, 2026
<b>Project Name</b>	Early Intervention (EI) Colorado
<b>Counties Served</b>	Larimer
<b>Program Contact Name, Title</b>	Laura Sidener, Part C Coordinator
<b>Phone</b>	(970) 420-9027
<b>Email</b>	lauras@foothillsgateway.org
<b>Fiscal Contact Name, Title</b>	Carla Conrardy, Finance Director
<b>Phone</b>	(970) 266-5444
<b>Email</b>	carlac@foothillsgateway.org
<b>Funded Caseload</b>	775

<b>Abbreviations</b>	<b>Definition</b>
CDEC	Colorado Department of Early Childhood
FT	Full-Time
FTE	Full-Time Equivalent
MTDC	Modified Total Direct Cost
PT	Part-Time
SFY	State Fiscal Year
IFSP	Individualized Family Service Plan
EAP	Employee Assistance Program
NICE	National Institute for Health and Care Excellence
FAMLI	Family and Medical Leave
SC	Service Coordination
HIAF	Health Insurance Affordability Fund
PTO	Personal Time Off

Expenditure Categories								
Personnel Services - Salaried Employees								SFY 2026
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
<b>Administration</b>								
Admin (hourly)	Tracks children's Individualized Family Service Plan (IFSP) with actual provider services & mileage on a monthly basis; may assist with logging progress notes for each child on provider's case load to ensure progress notes are being submitted; may send monthly tracker to each Service Coordinators to help them know where everyone stands with visits after billing. Enters Transactions and Direct Service billing into the Unicorn; may assist with tracking Trust Fund billing / payment review.	Payroll Taxes; Worker's Comp; Health Ins; National Institute for Health and Care Excellence (NICE) Healthcare; Employee Assistance Program (EAP); Family and Medical Leave (FAMLI); Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home	Full-Time	40.00	\$44,320.00	\$18,234.00	85.00016%	\$53,171.00
Early Intervention Purchasing and Contracts Specialist (hourly)	Supports and backs up Tracking billing with IFSP; billing in Salesforce, communicating billing issues with Providers. See Admin (hourly) for more detail on billing related work. Note: non-billing related work noted in Direct Service section.	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FAMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$59,753.00	\$20,114.00	35.00000%	\$27,953.45
Acctg Manager Finance (salary)	Supervises EI Billing; monitors Medicaid & Insurance denials for appropriateness and reconciles prior to "invoicing" via Salesforce.	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FAMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$75,473.00	\$22,415.00	13.99967%	\$13,704.00
Finance Director (salary)	EI related meetings include: EI workforce investment meetings; monthly Alliance meetings related to EI; supervises Finance staff who perform EI Invoice review, EI Billing input, EI invoice processing and payments; setup Budgets; submit billing monthly to CDEC.	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FAMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$110,597.00	\$26,847.00	3.99945%	\$5,497.00
<b>Sub-Total Administration (including fringe benefits)</b>								<b>\$100,325.45</b>
<b>Revenue Offset - Targeted Case Management (TCM)</b>								<b>\$0.00</b>
<b>Revenue Offset - Early Intervention Services Trust (EIST)</b>								<b>\$28,000.00</b>
<b>Revenue Offset - Public Insurance</b>								<b>\$0.00</b>
<b>Revenue Offset - Other Funding Sources</b>								<b>\$0.00</b>
<b>Total CDEC Funding (EI)</b>								<b>\$72,325.45</b>

Personnel Services - Salaried Employees								SFY 2026
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
<b>Service Coordination</b>								<b>SFY 2026</b>
Support Services Case Management Director	Supervises Part C Coordinator in addition to overseeing State General Fund Programs and several Medicaid Waiver programs.	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$109,570.00	\$26,717.00	3.001020%	\$4,090.00
Part C (Federal Funds) Coordinator (salary)	Oversees and Manages Early Intervention Program	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$79,446.00	\$22,906.00	100.000000%	\$102,352.00
<b>Personnel Services - Salaried Employees</b>								<b>SFY 2026</b>
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
<b>Service Coordination</b>								<b>SFY 2026</b>
Service Coordinator 1	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; representing EI and communicating with community partners about EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it or Primary Provider expectations, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; representing EI and communicating with community partners about EI; may participate in Infant Support Team; Go4it or Primary Provider expectations.	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$51,362.00	\$16,682.00	100.000000%	\$68,044.00
Service Coordinator 2	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$51,362.00	\$19,250.00	100.000000%	\$70,612.00
Service Coordinator 3	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$50,357.00	\$7,889.00	100.000000%	\$58,246.00
Service Coordinator 4	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$51,362.00	\$7,643.00	100.000000%	\$59,005.00
Service Coordinator 5 - Bilingual	See Service Coordination 1 plus is available to provide Bilingual supports	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$53,549.00	\$7,945.00	100.000000%	\$61,494.00
Service Coordinator 6	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$51,362.00	\$7,643.00	100.000000%	\$59,005.00

Personnel Services - Salaried Employees								SFY 2026
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
<b>Service Coordination</b>								<b>SFY 2026</b>
Service Coordinator 7	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$53,489.00	\$19,535.00	100.000000%	\$73,024.00
Service Coordinator 8	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$53,489.00	\$19,535.00	100.000000%	\$73,024.00
Service Coordinator 9	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$51,884.00	\$7,709.00	100.000000%	\$59,593.00
Service Coordinator 10	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$51,362.00	\$19,310.00	100.000000%	\$70,672.00
Service Coordinator 11	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$53,549.00	\$19,552.00	100.000000%	\$73,101.00
Service Coordinator 12	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$56,205.00	\$8,298.00	100.000000%	\$64,503.00
Service Coordinator 13 - Intake Specialist	Intake Specialist and also carries 1/2 a case load with same work as Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$61,986.00	\$20,697.00	100.000000%	\$82,683.00
Service Coordinator 14	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$51,362.00	\$7,643.00	100.000000%	\$59,005.00
Service Coordinator 15 - Lead #1	Supervises Service Coordinators and also carries 1/4 a case load with same as Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$63,429.00	\$20,906.00	100.000000%	\$84,335.00

Personnel Services - Salaried Employees								SFY 2026
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
<b>Service Coordination</b>								SFY 2026
Service Coordinator 16	See Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$48,164.50	\$18,472.00	100.000000%	\$66,637.00
Service Coordinator 17 - Lead #2	Supervises Service Coordinators and also carries 1/4 a case load with same as Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$62,573.00	\$20,728.00	100.000000%	\$83,301.00
Service Coordinator 18 - new Lead #3	NEW est start 1/1/2026 Supervises Service Coordinators and also carries 1/4 a case load with same as Service Coordinator 1	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$29,780.00	\$10,102.00	100.000000%	\$39,882.00
Translator (hourly part-time) #1	Spanish Translation for IFSP meetings. Max 25 hours per week.	Employer Federal Insurance Contributions Act (FICA) and Employer 401k contrib if eligible	Part-Time	20.00	\$26,000.00	\$2,517.00	100.000000%	\$4,278.00
Translator (hourly part-time) #2	See Translator (hourly part-time) #1	Employer FICA and Employer 401k contrib if eligible	Part-Time	10.00	\$13,000.00	\$1,522.50	100.000000%	\$726.00

Sub-Total Service Coordination (including fringe benefits) **\$1,317,612.00**

Revenue Offset - Targeted Case Management (TCM) **\$405,000.00**

Revenue Offset - Early Intervention Services Trust (EIST) **\$55,000.00**

Revenue Offset - Public Insurance **\$0.00**

Revenue Offset - Other Funding Sources **\$0.00**

**Total CDEC Funding (EI) \$857,612.00**

Personnel Services - Salaried Employees								SFY 2026
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
<b>Direct Services</b>								SFY 2026
Translator (hourly non-exempt) #1	Spanish Translation for IFSP meetings. Max 25 hours per week.	Employer FICA and Employer 401k contrib if eligible	Part-Time	20.00	\$26,000.00	\$2,517.00	80.001403%	\$22,814.00
Translator (hourly non-exempt) #2	See Translator (hourly part-time) #1	Employer FICA and Employer 401k contrib if eligible	Part-Time	10.00	\$13,000.00	\$1,522.50	25.002582%	\$3,631.00
Early Intervention Purchasing and Contracts Specialist	Program Quality Assurance; Onboards Early Intervention Independent Contractors - which includes training on billing; assuring all contract requirements are met and updated in Salesforce; communicates program changes, requirements, etc.; seeks out ICs to meet needs of the program. Note: billing functions provided by this person are listed in the "Administrative" section.	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$59,753.00	\$20,114.00	65.000000%	\$51,913.55
Office Support	Manages Early Intervention Program Change Report and serves as the primary contact with FGI finance regarding admissions, terminations, numbers, and collaboration. *Pulls database reports for SCs to know of upcoming monthly meetings and tasks. *Maintains EI Case Load lists *Manages incoming referrals and set up of initial referral process *Manages referral log and maintains communication for status pending children. *Records data of referrals and puts together data reports regarding referrals when requested. *Sends Referral Status Update to referral source for new referral, closed, and eligible referrals. *Manages virtual filing system for all EI families (referral, active, and purged). *Take minutes for all meetings, including EI Team. *Receives and communicates with providers billing, and distributes charge forms. *Files all Early Intervention progress notes virtually. *Manages HIAFs, communicates with insurance companies, and communicates with SCs regarding Trust policies. Ensures annual HIAFs are distributed for trust policies are entered and kept current in UNICORN. Communicates with finance and State for questions. *Cross checks Medicaid eligibility and verifies with SC. *Processes and files insurance exemption forms and communicates data to Part C Coordinator.	Payroll Taxes; Worker's Comp; Health Ins; NICE Healthcare; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	Full-Time	40.00	\$43,571.00	\$17,985.00	100.000000%	\$61,556.00

Sub-Total Direct Services (including fringe benefits) **\$139,914.55**

Revenue Offset - Targeted Case Management (TCM) **\$0.00**

Revenue Offset - Early Intervention Services Trust (EIST) **\$0.00**

Revenue Offset - Public Insurance **\$0.00**

Revenue Offset - Other Funding Sources **\$0.00**

**Total CDEC Funding (EI) \$139,914.55**

Personnel Services - Salaried Employees								SFY 2026
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
<b>Intake and Referral Employees</b>								SFY 2026
No costs shall be reimbursed by CDEC for this category								\$0.00
<b>Sub-Total Intake and Referral Employees (including fringe benefits)</b>								\$0.00
Revenue Offset - Targeted Case Management (TCM)								\$0.00
Revenue Offset - Early Intervention Services Trust (EIST)								\$0.00
Revenue Offset - Public Insurance								\$0.00
Revenue Offset - Other Funding Sources								\$0.00
<b>Total CDEC Funding (EI)</b>								\$0.00
<b>Personnel Services Funding Summary</b>								
Total Personnel Services (including fringe benefits)								\$1,557,852.00
Revenue Offset - Targeted Case Management (TCM)								\$405,000.00
Revenue Offset - Early Intervention Services Trust (EIST)								\$83,000.00
Revenue Offset - Public Insurance								\$0.00
Revenue Offset - Other Funding Sources								\$0.00
<b>Total CDEC Funding (EI)</b>								\$1,069,852.00
<b>Contractors/Consultants (payments to third parties or entities)</b>								SFY 2026
Item	Description of Item			Allowable in MTDC Calculation	Unallowable in MTDC Calculation			Total CDEC Funding (EI)
various vendors	Interpreter Service for Service Coordinators meetings with families - for languages that are unusual such as Japanese / Vietnamese / Arabic / Hindi / Chinese / sign / letters and forms into Spanish			\$1,500.00	\$0.00			\$1,500.00
Direct Services	Contracted Direct service costs paid to subcontracted providers and billed through the EI Data System. This amounts represents September 2025 through June 2026; 10 months of direct services.			\$0.00	\$2,281,645.00			\$2,281,645.00
<b>Total Contractors/Consultants</b>								\$2,283,145.00
<b>Travel</b>								SFY 2026
Item	Description of Item							Total CDEC Funding (EI)
<b>Administration</b>								
No costs shall be reimbursed by CDEC for this category								\$0.00
<b>Service Coordination</b>								SFY 2026
Mileage	Mileage costs for service coordinator to travel to family home for regular visits which might include ensuring Rights & Procedural Safeguards of the family; IFSP development meetings; transition activities and global outcome rating meetings; and Evaluation and assessment activities. Note: they are NOT participating in direct services with providers. EI program not to exceed the Federal mileage rate listed at <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> . * Any out of state travel costs must be pre-approved by CDEC							\$1,500.00
Mileage	2 Summits: Alliance Summit (1 staff) and Early Childhood Summit (both in Breckenridge)							\$350.00
Hotel / Per Diem	2 Summits: Alliance Summit Est 2 nights / lunch dinner day 1; none day 2; lunch day 3 (1 staff); Early Childhood summit no per diem							\$950.00
<b>Direct Services</b>								SFY 2026
Mileage	Mileage costs for interpreters to travel to family home for meetings with Service Providers and Families with the EI program not to exceed the Federal mileage rate listed at <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> . * Any out of state travel costs must be pre-approved by CDEC							\$2,500.00
<b>Intake and Referral</b>								SFY 2026
No costs shall be reimbursed by CDEC for this category								\$0.00
<b>Total Travel</b>								\$5,300.00
<b>Supplies &amp; Operating Expenses</b>								SFY 2026
Name	Description of Item							Total CDEC Funding (EI)
<b>Administration</b>								
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink and any other commonly purchased office supplies							\$1,500.00
Cellphones	Monthly charges for Purchasing and Contract Specialist							\$1,200.00
Employee Incentives	Incentives for Employee Rewards and Retention							\$100.00
Insurance	Liability insurance for EI program allocated by FTE							\$1,200.00
Building Usage: alloc to Pgm Admin	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning							\$7,000.00
Lease costs for office copier / fax	Office Copier/Fax Lease Exp							\$100.00
IT costs alloc to Pgm Admin	Includes IT Staff, IT Equip, Data Processing and Phones allocated to Pgm Admin (allocated based on number of computers used as a percent of total computers used by agency).							\$7,000.00
Management & General	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).							\$13,619.00
<b>Subtotal</b>								\$31,719.00
<b>Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)</b>								
Item	Description of Item							Total CDEC Funding (EI)
No costs shall be reimbursed by CDEC for this category								\$0.00
<b>Subtotal Items removed from MTDC</b>								\$0.00
<b>Subtotal for Administration Supplies &amp; Operating</b>								\$31,719.00

Supplies & Operating Expenses			SFY 2026
Name	Description of Item		Total CDEC Funding (EI)
<b>Service Coordination</b>			
Business Cards	Distributed to Families and Service Providers - cost for new Service Coordinators		\$200.00
Toner Cartridges for office printers	Office Printers used for printing out Billing Reports, IFSP notes, etc.		\$500.00
Employee Incentives	Incentives for Employee Rewards and Retention		\$300.00
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink, etc.		\$2,000.00
Equip for new Service Coordinator / Lead	New laptops - 2 needed; 2 Cellphones		\$3,740.00
Cellphones	Monthly Cellphone charges for supervisors, service coordinators and interpreters		\$13,000.00
Liability Ins	based on FTE		\$5,000.00
Building Usage: alloc to Early Intervention	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning		\$22,000.00
Copier Lease	Office Copier Lease Exp		\$100.00
Professional Development	est \$200 per Service Coordinator * service coordinators and supervisors Early childhood or Professional Development Trainings. * Any out of state travel costs must be pre-approved by CDEC; memberships providing access to trainings and symposiums		\$3,250.00
Alliance Summit	One person to attend August, 2025 Summit Registration		\$350.00
Early Childhood Summit	Two people to attend June 2025 Summit Registration		\$600.00
IT costs allocated to Early Intervention	Share of IT staff and operating expenses allocated based on number of computers used (20 in EI with add'l staff)		\$85,000.00
Management & General (M&G)	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).		\$167,492.00
<b>Subtotal</b>			<b>\$303,532.00</b>
<b>Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)</b>			
Item	Description of Item		Total CDEC Funding (EI)
	No costs shall be reimbursed by CDEC for this category		\$0.00
<b>Subtotal Items removed from MTDC</b>			<b>\$0.00</b>
<b>Subtotal for Service Coordination Supplies &amp; Operating</b>			<b>\$303,532.00</b>
<b>Direct Services</b>			
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink and any other commonly purchased office supplies		\$500.00
Cellphones	Monthly charges		\$2,000.00
Employee Incentives	Incentives for Employee Rewards and Retention		\$100.00
Insurance	Liability insurance for EI program allocated by FTE		\$600.00
Building Usage: alloc to Pgm Admin	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning		\$2,000.00
Professional Development	est \$200 per staff for training related to Early Intervention services /		\$500.00
IT costs alloc to Pgm Admin	Includes IT Staff, IT Equip, Data Processing and Phones allocated to Pgm Admin (allocated based on number of computers used as a percent of total computers used by agency).		\$5,450.00
Management & General	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).		\$17,660.00
<b>Subtotal</b>			<b>\$28,810.00</b>
<b>Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)</b>			
Item	Description of Item		Total CDEC Funding (EI)
	No costs shall be reimbursed by CDEC for this category		\$0.00
<b>Subtotal Items removed from MTDC</b>			<b>\$0.00</b>
<b>Subtotal for Service Coordination Supplies &amp; Operating</b>			<b>\$28,810.00</b>
<b>Intake and Referral</b>			
	No costs shall be reimbursed by CDEC for this category		\$0.00
<b>Subtotal</b>			<b>\$0.00</b>
<b>Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)</b>			
Item	Description of Item		Total CDEC Funding (EI)
	No costs shall be reimbursed by CDEC for this category		\$0.00
<b>Subtotal Items removed from MTDC</b>			<b>\$0.00</b>
<b>Subtotal for Intake and Referral Supplies &amp; Operating</b>			<b>\$0.00</b>
<b>Total Supplies &amp; Operating</b>			<b>\$364,061.00</b>
<b>Total Direct Costs Funding Summary</b>			
<b>TOTAL DIRECT COSTS</b>			<b>\$4,210,358.00</b>
<b>Revenue Offset - Targeted Case Management (TCM)</b>			<b>\$405,000.00</b>
<b>Revenue Offset - Early Intervention Services Trust (EIST)</b>			<b>\$83,000.00</b>
<b>Revenue Offset - Public Insurance</b>			<b>\$0.00</b>
<b>Revenue Offset - Other Funding Sources</b>			<b>\$0.00</b>
<b>Total CDEC Funding (EI)</b>			<b>\$3,722,358.00</b>





## Additional Provisions

### 1. SERVICE PROVISIONS

- A. The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as EXHIBIT A. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

### 2. GOALS AND OBJECTIVES

- A. The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (EXHIBIT A) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

### 3. COPY OF SUBCONTRACT

- A. The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

### 4. PAYMENT

- A. In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (EXHIBIT B), of this contract.
- B. The Contractor shall comply with Uniform Guidance in the Code of Federal Regulations (CFR) section 2 CFR Part 200.
- C. The Contractor shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
- i. Link to [Frequently Asked Questions](#) about the OnBase Invoice Submission Process.
  - ii. Link to [Vendor Invoice Guidance](#)
    - a) Under this Contract, the Vendor shall submit their invoices by selecting EI - Early Intervention.
  - iii. For technical issues please contact the OnBase Administrator at [CDEC\\_OnBase\\_Admin@state.co.us](mailto:CDEC_OnBase_Admin@state.co.us).



iv. For invoice issues, including but not limited to questions about which program to select or program manager emails to enter, please contact [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).

- D. Payment shall be made on a cost reimbursement basis for services rendered.
- E. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- F. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC at least 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- G. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to OnBase Invoice Submission Process. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- H. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- I. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- J. At no time shall CDEC have the expectation that services be delivered without reimbursement.
- K. The Contractor shall maintain source documentation to support all payments requested pursuant to this contract. Source documentation shall include, but is not limited to, evidence of billing and denial by Medicaid and private insurance, in accordance with the Early Intervention funding hierarchy and 34 CFR 303.510 (Payor of Last Resort). Contracted direct services will be entered into the EI Data system. The Contractor shall provide such documentation to the State upon request, within a reasonable timeframe as specified by the State, not to exceed ten (10) business days unless otherwise agreed.



- L. The State shall review monthly invoices throughout the fiscal year. If, after two consecutive months, and at recurring two-month intervals thereafter, the State determines that the Contractor is not utilizing a reasonable portion of the funding allocated for that period—as demonstrated by underutilization without justification—the State may initiate a proportional reduction to the contract budget via Option Letter. The reduction shall align with the unused amount for the corresponding period and shall not reduce the approved rate of pay for services. The Contractor shall receive prior written notification, and may submit a revised budget for approval within 30 calendar days of the Option Letter issuance.

## 5. PARTICIPATION

- A. The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

## 6. SUPPLANTING

- A. Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

## 7. BUDGET CHANGES

- A. Contractor may request in writing adjustments to the direct costs in the current year budget (EXHIBIT B) not to exceed 15% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 15%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

- B. Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel, including revisions to allow payments for personnel covering vacancies, requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

### C. OPTION LETTER

- i. Option Letter to modify existing State Contract Rates as listed in the executed Contract as follows:



- a) The State, at its discretion, shall have the option to revise the budget over 15% to correct typographical errors; add or remove lines within the budget; increase gross or annual salary of positions listed under Personnel; revisions to personnel; changes between lines of the budget that exceed 15%; and changes to negotiated indirect rates through an Option Letter. In order to exercise this option, the State shall obtain an email agreeing to the changes and follow up with written notice to Contractor in a form substantially equivalent to Exhibit F, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.
- b) The Option Letter shall not be allowed for changes in the Statement of Work.

## 8. TRAVEL

- A. Travel costs must be listed in Exhibit B - Budget under travel including airfare, hotel, mileage and per diem costs.
- B. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- C. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- D. Hotel rates cannot exceed any rate established for conference attendance.
- E. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

## 9. CRITICAL INCIDENT REPORTING

- A. Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

## 10. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).



- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System:  
<https://www.coloradocwts.com/mandated-reporter-training>.

**11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

- A. Prior to requesting access to the GAE, a Contractor must first adhere to section 7. Budget changes provision of up to 15%.
- B. If there is a need for an amendment to increase Direct Services funding, and it appears the Direct Services line will be overspent beyond the Budget changes provision of 15%, prior to the amendment being executed, the EI program staff will work with the EI Broker to access funding through the GAE.
- C. Until 11.A. has been fully exhausted, the GAE associated with this contract cannot be utilized. Only when 11.A. has been fully fulfilled may requests for reimbursement from the GAE for the services listed in 11.D. occur.
- D. Payment for Early Intervention Direct Services to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services that includes:

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>● Assistive Technology services;</li> <li>● Audiology Services;</li> <li>● Developmental Intervention Services;</li> <li>● Health Services;</li> <li>● Medical Services;</li> <li>● Nursing Services;</li> <li>● Nutrition Services;</li> <li>● Occupational Therapy Services;</li> <li>● Physical Therapy Services;</li> </ul> | <ul style="list-style-type: none"> <li>● Psychological Services;</li> <li>● Service Coordination;</li> <li>● Sign Language and Cued Language Services;</li> <li>● Social Emotional Services;</li> <li>● Speech Language Pathology Services;</li> <li>● Transportation Services;</li> <li>● Vision Services;</li> <li>● Evaluations;</li> <li>● Co-pays;</li> <li>● No-shows;</li> </ul> | <ul style="list-style-type: none"> <li>● Provider travel;</li> <li>● Interpreter Services;</li> <li>● IFSP meetings;</li> <li>● Salaries and benefits for Direct Services</li> <li>● Salaries and benefits for Service Coordination;</li> <li>● Teaming;</li> <li>● Assessments;</li> <li>● Telehealth</li> </ul> |
|--|---|---|

These funds support early intervention services to eligible infants, toddlers, and their families which are provided in accordance with Section 27-10.5-701, C.R.S.; federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities; and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994.

- a. Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - i. Payment for Early Intervention Direct Services to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services.
  - ii. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No



- minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- iii. In order to receive reimbursement for any Direct Services, Contractor shall submit a request for anticipated expenses into the data system for pre-approval. The request shall be made and approval received 30 days prior to the delivery of services.
  - iv. Contractor shall not bill costs related to the Contract Budget (**Exhibit B**) to the GAE.
  - v. Invoices shall be submitted separately for pre-approved Early Intervention Direct Services expenditures.
    - 1. The Contractor shall submit requests for payment through the [OnBase Invoice Submission Process](#).

**12. CYBER/NETWORK SECURITY AND PRIVACY LIABILITY (ADDED TO VERSION 07.2022 PAGE 15 SECTION 10(M))**

- A. Notwithstanding any language to the contrary contained within this Agreement, Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
  - i. \$1,000,000 each occurrence; and
  - ii. \$2,000,000 general aggregate.
  - iii. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
  - iv. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.
- B. **AUTOMOBILE LIABILITY (SHALL BE ADDED TO SECTION 10.C. OF THE ORIGINAL CONTRACT)**
  - i. Early Intervention Subcontractors Automobile liability insurance covering any auto (including owned, hired and non-owned autos) that are not transporting employees or clients on behalf of the State, shall have a minimum limit of at least \$250,000/\$500,000 each accident combined single limit.
- C. **PROTECTED INFORMATION (REPLACES SECTION 10.D. OF THE ORIGINAL CONTRACT)**
  - i. Notwithstanding any language to the contrary contained within this Agreement, Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of



income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- ii. \$1,000,000 each occurrence; and
- iii. \$2,000,000 general aggregate.
- iv. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- v. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

### **13. GIFT CARDS**

- A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations 45CFR75.406 and 45CFR75.302.A for more information.

### **14. ACCESSIBILITY REQUIREMENTS.**

- A. All work performed must comply with all applicable provisions of §24-85-101, of the Colorado Revised Statutes (C.R.S.), et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology (OIT) pursuant to §24-85-103 (2.5), C.R.S. and all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

### **15. EMPLOYMENT ELIGIBILITY VERIFICATION**

- A. Contractor/Grantee shall comply with the Federal Acquisition Regulation (FAR) regarding Employment Eligibility Verification located at <https://www.acquisition.gov/far/subpart-22.18> for all contracts/agreements funded using federal funds.

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Erin Eulenfeld, on behalf of Foothills Gateway, Inc. (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: [DocuSigned by: Erin Eulenfeld]
Printed Name: Erin Eulenfeld
Title: CEO
Date: 8/27/2025

**Exhibit G - Amendment #2****CONTRACT Federal Provisions****1. Applicability of Provisions.**

A. The Contract or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Contract or Purchase Order, the provisions of these Federal Provisions shall control.

**2. Compliance.**

A. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**3. System for Award Management (SAM) and UNIQUE ENTITY ID Requirements.**

A. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

B. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**4. Contract Provisions Required by Uniform Guidance Appendix II to Part 200.**

A. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address

**Exhibit G - Amendment #2**

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000

- B. All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans

**Exhibit G - Amendment #2**

or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of

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\$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- H. Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
- i. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
    - a. Procure or obtain;
    - b. Extend or renew a contract to procure or obtain; or
    - c. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or

**Exhibit G - Amendment #2**

services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- K. Contracts with small and minority businesses, women’s business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- L. Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- M. Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**5. Termination for Convenience of the Government**

- A.** Pursuant to §4.B. of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government’s interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for

## Exhibit G - Amendment #2

convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:

- i. For Fixed Price Contracts: FAR 52.249-2 (2023)
- ii. For Contracts for Personal Services: FAR 52.249-12 (2023)
- iii. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
- iv. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

### **6. Event of Default.**

- A.** Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.